

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003  
Bulk Item: Yes X No       

Division: Growth Management  
Department: N/A

**AGENDA ITEM WORDING:** Approval of a professional services contract with John J. Wolfe, P.A. for the provision of legal services to the Growth Management Division in legal sufficiency review of draft resolutions, ordinances, and other legal instruments related to administration of Chapter 9.5, Monroe County Code.

**ITEM BACKGROUND:** The law firm of Morgan and Hendrick is under contract with the County to provide Land Use-Growth Management representation for the Growth Management Division. However, the increased level of litigation activity for the County handled by that firm has made it difficult to expeditiously accommodate the Division for routine, but very necessary legal assistance, such as review for legal sufficiency of draft resolutions and ordinances and approval of warranty deeds, restrictive covenants and other legal instruments. The law firm of Morgan and Hendrick will still represent the Growth Management Division staff at Planning Commission meetings when necessary to avoid a conflict of interest.

Therefore with the approval of John R. Collins, County Attorney, the Growth Management Division has reached agreement with John Wolfe to provide these services to the Growth Management Division. The draft professional services agreement with John Wolfe, who already serves as Legal Counsel to the Planning Commission and as a Special Hearing Officer, calls for an upset limit of \$16,000 and a billing rate of \$250 per hour, excluding any expenses. Any direct expenses to Mr. Wolfe, which are expected to be very nominal, are covered by his hourly fee rate.

The contract is intended to run through September 30, 2003. Based on billing rate and upset limit, it is expected that Mr. Wolfe would provide on the average about 10 hours of services to the Division each month.

The Growth Management Division intends to fully review its need for outside legal in coordination with the County Attorney's office during the preparation of FY 2004 Budget. Therefore, the proposed contract runs only through the end of this fiscal year.

**PREVIOUS RELEVANT BOARD ACTION:** On September 18, 2002, the BOCC approved contract with law firm of Morgan and Hendrick to provide Land Use and Growth Management representation thought this fiscal year.

**CONTRACT/AGREEMENT CHANGES: N/A**


**STAFF RECOMMENDATION:** Approval

<b>TOTAL COST:</b>	<u>\$16,000</u>	<b>BUDGETED:</b>	Yes	<input checked="" type="checkbox"/>	No
--------------------	-----------------	------------------	-----	-------------------------------------	----

**COST TO COUNTY:** \$16,000      **SOURCE OF FUNDS:** 148 Fund

REVENUE PRODUCING: Yes N/A No        AMOUNT PER MONTH N/A YEAR       

**APPROVED BY:** County Attorney      X      OMB/Purchasing      X      Risk Management      X

**DIVISION DIRECTOR APPROVAL:**   
Timothy McGarry, AICP

**DOCUMENTATION:** Included     X     To follow            Not Required           

DISPOSITION: \_\_\_\_\_ AGENDA ITEM #: 25

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: John J. Wolfe, P.A. Contract #                       
 Effective Date: 03/01/03  
 Expiration Date: 09/30/03

### Contract Purpose/Description:

Provide legal service to the Monroe County Growth Management Division on issues related to land use planning and the administration of development codes.

Contract Manager: Tim McGarry 2519 Growth Management #11  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on Feb. 19, 2003 Agenda Deadline: February 3, 2002

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 16,000.00 Current Year Portion: \$ 16,000.00  
 Budgeted? Yes ☒ No ☐ Account Codes: 148-51000-530-318-  
 Grant: \$                      - - - -  
 County Match: \$                      - - - -

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$0.00/yr For:                       
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/10/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/10/03</u>
Risk Management	<u>2/6/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>See attached</u>	<u>2/6/03</u>
O.M.B./Purchasing	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/5/03</u>
County Attorney	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-4-03</u>

Comments: OMB: needs line item transfer

## MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: John J. Wolfe, P.A. Contract #                       
 Effective Date: 03/01/03  
 Expiration Date: 09/30/03

## Contract Purpose/Description:

Provide legal service to the Monroe County Growth Management Division on issues related to land use planning and the administration of development codes.

Contract Manager: Tim McGarry 2519 Growth Management #11  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on Feb. 19, 2003 Agenda Deadline: February 3, 2002

## CONTRACT COSTS

Total Dollar Value of Contract: \$ 16,000.00 Current Year Portion: \$ 16,000.00  
 Budgeted? Yes ☒ No ☐ Account Codes: 148-51000-530-318-  
 Grant: \$                       
 County Match: \$                     

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$0.00/yr For:                       
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/10/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/10/03</u>
Risk Management	<u>2/6/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill [Signature]</u>	<u>2/6/03</u>
O.M.B./Purchasing	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/5/03</u>
County Attorney	<u>2/4/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-4-03</u>

Comments: OMB: needs line item transfer

## PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between Monroe County, a political subdivision of the State of Florida, hereafter COUNTY, whose address is 1100 Simonton Street, Key West, FL 33040, and John J. Wolfe, P.A. whose address, is 2955 Overseas Highway, Marathon, Florida, 33050, hereafter ATTORNEY.

### WITNESSETH:

WHEREAS, the COUNTY desires to employ an attorney to provide legal services to the Monroe County Growth Management Division in carrying out its duties and responsibilities under Chapters 163 and 380, Florida Statutes, and Chapter 9.5, Monroe County Code; and,

WHEREAS, the ATTORNEY represents that he is professionally competent to provide legal services to the Monroe County Growth Management Division,

NOW, THEREFORE, in consideration of the mutual promises contained in this contract the parties agree as follows:

1. Upon specific request of the Growth Management Division Director or his designee, the ATTORNEY shall provide legal services to the Growth Management Division in the following areas: review and approval for legal sufficiency of draft ordinances and resolutions prepared by the staff for consideration by the COUNTY'S Board of County Commissioners; review and approval for legal sufficiency of warranty deeds, restrictive covenants, and other legal instruments required in the administration of Chapter 9.5 of the Monroe County Code; and, advise the Growth Management Division on legal issues related to land use planning and the administration of development codes.

2. The COUNTY shall pay the ATTORNEY up to a maximum of sixteen thousand dollars (\$16,000) through September 30, 2003. The fees for the ATTORNEY shall be billed at \$250 per hour.
3. The ATTORNEY must bill the County Administrator, or his designee, by the tenth of each month for services performed during the previous month. The bill must be in a form satisfactory to the County Clerk. Payment must be made to the ATTORNEY within fifteen (15) business days of the County Administrator's or his designee's, receipt of the bill.
4. The ATTORNEY is employed at the pleasure of the COUNTY'S Board of County Commissioners. The Board may terminate this contract by providing the ATTORNEY with thirty (30) days written notice of the Board's termination decision. Upon receipt of the notice or upon any effective termination date described in the notice, the ATTORNEY must immediately cease performing any further services under this contract. The COUNTY will remain obligated to pay the ATTORNEY for all services performed - but unpaid - up to the date of the ATTORNEY's receipt of the notice or other effective date, which may be specified by the Board, which shall not be less than thirty (30) days unless mutually agreed to, in writing, between the parties.
5. The ATTORNEY may terminate this contract by giving the COUNTY at least thirty (30) days written notice. The ATTORNEY must be paid for all services performed - but unpaid - up to the effective date of his termination.
6. The ATTORNEY warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee subject to the prohibition of Section

2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the COUNTY may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, to otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

7. All written notices required under this contract shall be considered to have been delivered and received if hand delivered or sent by certified U.S. Mail or a nationally recognized courier service to the addresses first written above.
8. The term of this contract begins on the date of last signature..
9. In the event of litigation to enforce payment or any of the terms of the agreement, the prevailing party shall be entitled to receive reasonable attorneys' fees, including appellate attorney fees, if necessary.
10. Public Entity Crime Statement. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 280.017 FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

DATE \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witnesses

\_\_\_\_\_  
John Wolfe

DATE \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY.  
BY [Signature]  
ROBERT N. WOLFE  
DATE 2-4-03